

AGREEMENT AND RELEASE

NOW COME _____ (hereinafter referred to as "Landowner"), of _____, Eaton, New Hampshire, and the Town of Eaton (hereinafter referred to as "Town"), a New Hampshire municipal corporation, having a mailing address of PO Box 88, Eaton, NH 03832, and agree as follows:

WHEREAS Landowner is authorized to act on the owners behalf for the real property located in Eaton, New Hampshire, and described in a deed recorded in Book _____, Page _____, at the Carroll County Registry of Deeds (hereinafter the "Property"), identified as Tax Map _____, Lot _____, located on _____ Road (the "Road");

WHEREAS the portion of Road upon which the Property fronts is a Class VI or Private Highway, as classified by New Hampshire Revised Statutes Annotated 229:5;

WHEREAS the Town has agreed to issue a building permit for the construction of one single family residence on the Property upon the execution and recording of this Agreement, pursuant to New Hampshire Revised Statutes Annotated 674:41;

NOW, THEREFORE, The Town and the Landowner, on behalf of him/herself, heirs, legal representatives, successor and assigns, covenant and agree as follows:

1. The Town shall issue a building permit to the Landowner to construct a residence on the property; provided that all conditions and requirements set forth in Town Ordinances and Regulations are met.
2. The Town assumes neither responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of the Road.
3. Landowner shall be responsible for maintaining access to the property and does hereby forever release and discharge the Town, its officers, agents and employees from any obligation for maintaining the Road and from any claim of nature, whether it tort or otherwise, which Landowner has, or may in the future have, against the Town for any loss or damage, including those incurred through failure to provide municipal services, including without limitation police, fire and ambulance services, arising out of the condition of the Road from the point where the Road becomes a Class VI or Private Highway. Landowner shall, at Landowner's sole expense, defend, hold harmless and indemnify the Town from any and all claims, suits, costs and other expenses, including reasonable attorneys' fees, whether brought by the Landowner or third parties, arising out of the use and occupation of the Property and the maintenance or repair of the Road.

4. Landowner assumes responsibility for transporting any children to the nearest regular school bus stop.
5. Landowner assumes responsibility for maintenance and repair of the Road. Town shall have no responsibility for obtaining contribution from other users of the Road for such costs of maintenance and repair.
6. The obligation to the Town of the Landowner, if more than one, shall be joint and several.
7. An original or certified copy of the Agreement shall be recorded in the Carroll County Registry of Deeds. This Agreement shall be deemed to be touch and run with the Property and shall be binding on all successors to Landowners' interest in the Property.

WHEREFORE, the parties have executed this Agreement and Release as of _____, 20____.

Witness

Landowner

Witness

Landowner

TOWN OF EATON

Witness

Richard Fortin

Witness

Edward Reilly

Witness

Greg Grinnell
Board of Selectmen